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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

20 ALBERT DYTCH,) Case No. 3:19-cv-03753-MMC
21 Plaintiff,)
22 vs.)
23 DIANA AHMED dba MUNCH INDIA, et al.,)
24 Defendants.)
25 _____)
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20 Pursuant to the Confidential Settlement Agreement and Release (“Agreement”)
21 between Plaintiff, Albert Dytch (“Plaintiff”), and Defendants, Diana Ahmed dba Munch India,
22 Nisa Ahmed dba Munch India, and Musad S. Alsaidi (collectively “Defendants,” and together
23 with Plaintiff, “the Parties”), the Parties to this action, through their attorneys of record, hereby
stipulate as follows:

20 1. Plaintiff filed a civil lawsuit against Defendants, Case Number 3:19-cv-03753-
21 MMC (“the Action”). Plaintiff claims in that Action that he is entitled to injunctive relief under
22 the Americans with Disabilities Act (“ADA”), injunctive relief and statutory damages under
23 the California Unruh Civil Rights Act (“Unruh Act”), and injunctive relief under the California
Health and Safety Code (“Health and Safety Code”). Plaintiff also sought the recovery of his

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STIPULATION FOR ENTRY OF JUDGMENT; JUDGMENT

1 attorneys' fees, costs, and litigation expenses as permitted under both the ADA, the Unruh Act
2 and the Health and Safety Code.

3 2. On or about October 11, 2019, Plaintiff and Defendants entered into the
4 Agreement resolving all claims in the Action. As part of the Agreement, Defendant agreed to
5 pay Plaintiff \$10,000.00 (the “Settlement Sum”) in nine monthly installments (the “Installment
6 Payments”).

7 3. The Agreement further provides that in the event that Defendants fail to make
8 any of the Installment Payments to Plaintiff, Defendants have 15 days from Plaintiff's written
9 notice to Defendants to cure the default by making all remaining payments then due to
10 Plaintiff. If Defendants' default is not cured within such 15 days, then Plaintiff has the right to
11 file this Stipulated Judgment in the amount of \$10,000.00 ("Judgment") less any Installment
12 Payments made by Defendants. Plaintiff shall complete paragraphs 4 and 5 of this Stipulated
13 Judgment accordingly.

14 4. Defendants have thus far made a total of five payments totaling \$6,000.00. On
15 April 16, 2020, Defendants defaulted on the Installment Payment obligations. Defendants
16 further failed to cure the default by May 12, 2020 after receiving proper notice pursuant to the
17 Agreement on April 27, 2020.

18 5. The Parties thereby stipulate that Judgment be entered in favor of Plaintiff and
19 against Defendants in the remaining amount of \$4,000.00.

20 6. This stipulated judgment shall not affect Plaintiff's ability to enforce the non-
21 monetary terms of the Agreement in a separate action.

IT IS SO STIPULATED.

24 | Dated: June 18, 2020

MOORE LAW FIRM, P.C.

/s/ Tanya E. Moore
Tanya E. Moore
Attorney for Plaintiff,
Albert Dvtych

STIPULATION FOR ENTRY OF JUDGMENT; JUDGMENT

1 Dated: June 18, 2020

VAUGHAN & ASSOCIATES

3 /s/ Khushpreet R. Mehton

4 Khushpreet R. Mehton
5 Attorneys for Defendants,
6 Diana Ahmed dba Munch India,
7 Nisa Ahmed dba Munch India,
and Musad S. Alsaidi

7 **ATTESTATION**

8 Concurrence in the filing of this document has been obtained from each of the individual(s)
9 whose electronic signature is attributed above.

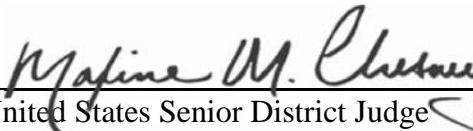
10 /s/ Tanya E. Moore

11 Tanya E. Moore
12 Attorney for Plaintiff,
Albert Dytch

14 **JUDGMENT**

15 Pursuant to the Stipulation of the parties, Judgment is hereby entered in favor of Plaintiff
16 and against Defendants in the amount of \$4,000.00.
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18 Dated: June 18, 2020

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United States Senior District Judge

STIPULATION FOR ENTRY OF JUDGMENT; JUDGMENT